

DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

FILE: B-212922

DATE: December 20, 1983

MATTER OF: Durodyne, Inc.

DIGEST:

Determining the lowest evaluated price on an aggregate rather than a multiple-award basis was proper where the tenor of the solicitation was that an aggregate award was contemplated.

Durodyne, Inc. (Durodyne), protests the proposed award in the aggregate by the Department of the Army to Uniroyal, Inc., under invitation for bids (IFB) No. DAAK70-83-B-0452 issued for tactical water distribution sets (systems of pumps and hoses used to carry potable water to troops in the field), associated items and technical manuals and data.

We deny the protest.

Durodyne contends that the award is improper because the basis for award clause in the IFB allegedly contemplates multiple awards and multiple awards would result in a substantial savings to the government.

The "basis for award" clause states:

"Award will be made to that responsible offeror who submits a bid that meets the minimum requirements as specified in this Invitation for Bids at the lowest evaluated price."

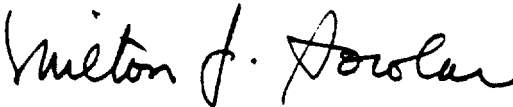
Because the clause speaks of "the lowest evaluated price" and an award on a multiple basis results in a lower cost to the government than an aggregate award, Durodyne contends that the award must be made on a multiple-award basis. However, the contracting agency states that it intended to solicit bids in the aggregate and that it is manifest from the IFB. Further, the contracting agency contends that the Durodyne protest after bid opening is untimely because it is challenging the IFB.

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Durodyne is not protesting a deficiency in the IFB. It is protesting the manner in which the IFB is being interpreted by the contracting agency in making the award and the protest therefore is timely. Northeastern Construction Company, B-205246, April 1, 1982, 82-1 CPD 293.

However, we do not agree with Durodyne that the IFB contemplated multiple awards. While the IFB did not state that an award would be made in the aggregate, the tenor of the IFB was that an aggregate award was contemplated. For example, the IFB, as amended, stated "all bidders are required to submit prices for all line items." Also, although the IFB solicited prices for the components that made up the tactical water distribution sets on an item-by-item basis, the main item under which the components were listed stated it was "14 sets comprised of the items stated below." (Emphasis supplied.) Further, the delivery schedule for the tactical water distribution sets is stated in terms of "sets" rather than components. Additionally, the specification for the spare and repair parts kits, which were solicited as a single line item, states that they "shall be furnished with each end item." The latter-quoted language is an indication that it is contemplated that they be furnished with the sets rather than as an independent item. Likewise, it is a requirement of the IFB that the technical manuals, which were also separately priced, be packed with each 10-mile segment of the tactical water distribution systems.

In the circumstances, it was proper to determine the lowest evaluated price on an aggregate rather than a multiple-award basis. See General Aero Products Corporation, B-191870, July 25, 1978, 78-2 CPD 70.

for 
Comptroller General
of the United States